IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 2347 OF 2004.
IN
SUIT NO. 2412 OF 2004.

John Peter Fernandes. ..Plaintiff.

VERSUS.

Saraswati Ramchandra Ghanate
& Ors. ..Defendants.

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V. R. Tripathi for the plaintiffs.

M. C. Hegde for the defendants.

Coram: V.M.KANADE, J.
Date: 30th August, 2004.

P.C.

1. Heard the learned counsel appearing on behalf of the plaintiff and defendant. The plaintiff has filed the suit for specific performance of the agreement dated 6th October 2003. It is his case that the total consideration was Rs.35 lacs out of which he had paid Rs.10 lacs. He has annexed the receipts to the plaint. It is stated that after the said agreement was executed the defendant has inducted the defendant NO.3 in the said premises, therefore, he has prayed that ad-interim relief in terms of prayer clause (a) may be granted to protect the property as the defendants are likely to create further third party rights and/or damage the property.

2. The learned counsel appearing on behalf of the defendant submitted that this agreement was executed only for the purpose of securing a document in order to enable the plaintiff to obtain the loan from the bank. He has referred to a letter which is written by the bank to the plaintiff which is annexed at Exhibit-"D" to the plaint in which one of the condition which is imposed was to produce the Registered agreement for sale of the premises as a security for disbursement of the said loan. It is further stated that no amount was paid and receipts are fabricated documents and signature of the defendant is forged. The learned counsel appearing on behalf of the defendant has also produced affidavit - cum - declaration wherein the plaintiff has stated that the alleged agreement was executed only for the purpose of obtaining the finance from the bank.

3. Be that as it may, the fact remains that the agreement for sale has been executed by the defendant. The plaintiff has annexed receipts to show that Rs. 10 lacs have been paid. Under the circumstances, Court Receiver is appointed, he shall take symbolic possession of the premises and prepare an inventory and give report to this court within eight weeks from today. Motion made

returnable after eight weeks.

. All concerned, including the Court Reciever, to act on an ordinary copy of this order duly authenticated by the Associate of this Court.